# Exhibit B

# **LG MULTI-V VRF SYSTEM LIMITED WARRANTY - USA**

LG Electronics USA, Inc. ("LG") will replace defective internal functional parts ("Part(s)") of a qualified MULTI V VRF System ("System" as defined below) that fails during the warranty period if it proves to be defective in materials and/or factory workmanship under normal application, installation, use and service conditions. This Limited Warranty shall apply to the System sold by LG in the continental United States, Alaska and Hawaii and extend only to the original end use purchaser and subsequent owner(s) of location on which the System is originally installed (all such persons hereinafter referred to as "Customer").

A qualified system is defined as a System installed by an individual and/or company who: (a) holds a current government issued license that authorizes the individual and/or company to service and install heating, ventilation, and air conditioning equipment in the state where the System resides; (b) installed the System in accordance with: (i) instructions and guidelines set forth in installation, operation, maintenance, and engineering publications made available by LG; (ii) software based design programs made available by LG; (iii) local and state law; (v) applicable building codes and permits; and (iv) good trade practices;

### **LIMITED WARRANTY PERIOD**

- 1. STANDARD ONE-YEAR PARTS WARRANTY FOR A QUALIFIED SYSTEM The Part(s) are warranted for a period of one (1) year period beginning on the date of original installation by the end use purchaser or 18 months from the date of manufacture shown on the System nameplate label, whichever occurs first.
- 2. EXTENDED PARTS WARRANTY FOR A SYSTEM INSTALLED BY A CONTRACTOR WHO HAS SUCCESSFULLY COMPLETED LG SERVICE TRAINING COURSES WITH A COMPLETE COMMISSIONING REPORT APPROVED BY LG.
- 2-1. **ADDITIONAL ONE (1) YEAR PARTS WARRANTY** The Part(s) are warranted for an additional one (1) year period during the second (2<sup>nd</sup>) year after the date of original installation or 30 months from the date manufacture shown on the equipment nameplate label, whichever occurs first.
- 2-2. ADDITIONAL FIVE (5) YEAR COMPRESSOR PART WARRANTY The Compressor part is warranted for an additional five (5) year period from the second  $(2^{nd})$  through the sixth  $(6^{th})$  year after the date of original installation or 30 months from the date of manufacture shown on the System nameplate label, whichever occurs first.

# HOW DOES THIS LIMITED WARRANTY APPLY

- 1. The remedies set forth in the Limited Warranty shall be the sole and exclusive remedies and the original warranty period in this Limited Warranty shall not extend beyond the period set forth therein, nor will a new warranty period begin, upon replacement of the Part(s) provided under this Limited Warranty.
- 2. Replacement Part(s) may be of like kind and quality and may be new or remanufactured Part(s) and warranted for the remaining portion of the original System's warranty period or ninety (90) days, whichever is longer.
- 3. Defective Part(s) must be made available to LG in exchange for the replacement Part(s) and become the property of LG. This Warranty covers the transportation cost for reshipment of any replaced Part(s) to the Customer, but does not cover the transportation cost and risk including shipping damage or loss for return of the Part(s) to LG or its authorized agent and any other costs associated with installation, removal, or re-installation of the Part(s). If any Part(s) returned to LG is found not to be defective or this Limited Warranty has expired, the Customer is responsible to pay for return shipping cost.
- 4. This Limited Warranty does not cover charges for labor or other costs incurred in the trouble shooting, maintenance, repair, removing, replacing, installing, complying with local building and electric codes, handling, or replacement of Part(s) and the complete System.
- 5. LG will not be responsible or liable for any and all costs such as but not limited to any parts, labor, supplies, or refrigerant necessary to alter, rework, or modify the System to prepare the System for proper commissioning.
- 6. This Limited Warranty shall not be enlarged, extended, effected, and no obligation or liability shall be created by LG providing technical advice, information, service(s), applications suggestions, or equipment modifications to any person or entity associated with the installation of the System.

# LIMITED WARRANTY EXCLUSIONS AND LIMITATIONS

- A System sold and/or installed outside the continental United States, Alaska and Hawaii or removed from the location where it was originally installed;
- 2. A System sold AS IS or WITH ALL FAULTS or consumables;
- 3. A System that had a serial number or any Part(s) thereof altered, defaced or removed.

- Charges related to the rental or purchase of temporary cooling, ventilating, and/or heating equipment.
- 5. Any and all freight charges, truck charges, trip charges, charges to pickup, transport, deliver and/or install the System, or any component or part of the System including costs to expedite shipments such as, but not limited to, air, overnight and/or courier charges.
- 6. Damage and/or failure caused by System misuse, neglect, or from a failure of the Customer to operate the System as specified by the manufacturer's instructions or perform necessary preventive and routine maintenance as defined in LG published documents. Routine maintenance includes such procedures including but not limited to cleaning the condensate drain system, evaporator, and condenser coils, cleaning and/or replacing of air filters or belts.
- 7. Damage and/or failure caused by any supplies or labor provided by any third party service provider that are beyond the terms of this Limited Warranty.
- Damage and/or failure caused by a power surge (caused by lightning and fluctuations in or interruptions of electrical power), faulty power supply, fire, water, wind, impact damage from projectiles, earthquake, theft, riot, or any and all acts of God.
- 9. Damage and/or failure caused by improper wiring, installation, and handling of the System while in transit or in a storage facility or damage caused by force majeure.
- 10. Damage and/or failure caused by System exposure to corrosive chemical vapors and/or liquids.
- 11. Damage and/or failure caused by improper application of the System or any component of the System.
- Damage and/or failure caused by modification and/or alteration of the System or any component of the System in order to meet government codes or regulations.
- 13. Maintenance or field provided part(s) other than those provided by LG such as filters, field installed components or accessories including but not limited to refrigerant piping, drain lines, control and electrical wiring, ductwork, etc.
- 14. Damage and/or failure caused by adjustments of user controls.
- 15. Acts, omissions, and conduct of any and all third parties including, but not limited to, the installing contractor.

### **LIMITATION OF WARRANTY SCOPE**

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE SYSTEM IS LIMITED IN DURATION OF THIS LIMITED WARRANTY. UNDER NO CIRCUMTANCES SHALL LG BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST GOODWILL, LOST REVENUE OR PROFITS, WORK, STOPPAGE, SYSTEM FAILURE, IMPAIRMENT OF OTHER GOODS, COST OF REMOVAL AND REINSTALLATION OF THE SYSTEM, LOSS OF USE, INJURY TO PERSONS OR PROPERTY ARISING OUT OF OR RELATED TO THE SYSTEM. LG'S TOTAL LIABILITY, IF ANY, DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE SYSTEM FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LAST, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FORM STATE TO STATE.

### ASSERTION OF CLAIMS

The assertion of claims under this Limited Warranty presupposes that the Customer has: (i) informed the authorized reseller/distributor of the System in writing of the alleged claim, or that; (ii) this written notification has-been sent directly to the address stated below in the event that the authorized reseller/distributor no longer exists (e.g. due to discontinuance of business or bankruptcy). Any such assertion of claims must be accompanied by the original sales receipt as the proof of purchase and time of installation of the System. The assertion of the claim must occur within thirty (30) days from the date that the claim is identified. The return of Parts may only occur after the written authorization of LG has been given.

# OBTAINING WARRANTY PARTS & ADDITIONAL INFORMATION

# **LG MULTI-V VRF SYSTEM LIMITED WARRANTY - USA**

Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify the authorized LG representative, or contact directly by calling to 1-888-865-3026, or by writing to;

LG Electronics USA, Inc.

Attn.: Commercial Air Conditioning Warranty Registration

11405 Old Roswell Road Alpharetta, Georgia 30009

# DISPUTE

Except to the extent prohibited by applicable law, the Customer agrees she/he will not bring any action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the cause of action has occurred.

### **ARBITRATION**

The laws of the state of Georgia govern this Limited Warranty and all of its terms and conditions, without giving effect to any principles of conflicts of laws. All actions at law or in equity arising out of or relating to these terms and conditions shall be submitted to confidential arbitration in Atlanta, Georgia. Arbitration under this Limited Warranty shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Limited Warranty shall be joined to an arbitration involving any other party subject to this Limited Warranty , whether through class arbitration proceedings or otherwise.

### SEVERABILITY

If a part, provision or section of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of the Limited Warranty shall be treated as severable.

### VALIDITY

This Limited Warranty shall **be valid from January 1, 2011** and shall apply to all commercial MULTI V VRF Systems sold to specified Customers on or after this date. LG holds the right to amend the provisions, clauses or applications of this Limited Warranty from time to time without notice, however such changes would not be retrospective.